

CONTRACTOR'S RELEASE

SUBCONTRACT NO. _____

Pursuant to the terms of Subcontract No. _____ and in consideration of the sum of _____ Dollars (\$ _____) which has been paid or is currently being withheld under the said subcontract to _____ (hereinafter called the Contractor). _____

(Contractor's Name and Address)

or its assignees, if any, the Contractor, upon payment of the said sum by Argonne National Laboratory (hereinafter called the LABORATORY), does remise, release and discharge the LABORATORY and the DEPARTMENT OF ENERGY, (DOE), their officers, agents and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from said subcontract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:
2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the LABORATORY within the period specified in the said contract.
3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of this indemnification of the LABORATORY and the Government against patent liability), including reasonable expenses incidentally thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that he will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the LABORATORY and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this _____ day of _____ 20____.

(CONTRACTOR)

WITNESSES:

BY: _____

TITLE: _____